

UTI INFRASTRUCTURE TECHNOLOGY AND SERVICES LIMITED

Name of the Bid: Bid for AMC Renewal of Tally ERP 9 Gold Subscription and Support (AMC)

PART – I

General Conditions

1. **Name of the Bid:** Bid for AMC renewal of Tally ERP 9 Gold Subscription and Support.

2. **Important Dates :**

Last Date of receipt of sealed tender bids: The last date of receipt of sealed tender bids is upto 3:00 pm on 13th February, 2015. After this time, no bids will be accepted.

Date of opening of the tender bids: The tenders will be opened on the same day (i.e. the last date of the receipt of the tenders) at 3:30 pm at the venue where the tenders are received. All the bidders are invited for the tender opening. In case, if due to a holiday or an emergency or due to some extra ordinary reasons, if the tenders remain unopened on this date, then, the tenders would be opened on the next working day at the same time and at the same venue.

- 2A. **Pre-bid Meetings / Queries:** There is no Pre-bid Meeting for this tender. The queries should be address to the person to whom the tender has to be submitted as given below. However, all queries should be addressed to the email ids shahid.akhtar@utiitsl.com and rajinder.kumar@utiitsl.com. No telephonic discussion or personal meeting would be entertained.

3. **Name and Address for the submission of the bids:** The bids should be addressed to “Assistant Vice President (IT), UTI Infrastructure Technology And Services Ltd, Plot 3, Sector 11, CBD Belapur, Navi Mumbai 400614” and deposited in the specified Tender Box at this address by the due date and time.

4. **Superscription:** The envelope containing the tender must be superscribed as “AMC renewal of Tally ERP 9 Gold Subscription and support.”

If the tender is not superscribed then there are chances of accidental opening and for liable rejection of the tender, therefore it is advised that the tender be superscribed as above and deposited in the tender box kept for the purpose at the address given.

5. **Validity of the bids:** Generally, the bids will be valid for a period of

Sixty days (60 days) from the date of opening of the financial bid for acceptance, subject to increase in the validity of rates by mutual consent. However, in case of rate contract, the rates will be valid for a period of minimum one year, extendable by mutual consent for one more year. The agreement which would be entered into with the bidder / vendor or the work order which would be issued to the bidder / vendor would define the validity of the rates more specifically and that would be overriding this clause. In case of rate contract, the purchase order will be issued as and when the requirement arises.

6. **Authorized Signatory:** The bid can be forwarded by **Solution Provider/ OEM / OEM Partners**. Representative will have to enclose the Letter of Authority/ the Power of Attorney along with this offer or when demanded by UTIITSL, otherwise the offer is liable to be considered null and void at any stage as per the decision of UTIITSL.
7. **Conditions for tenders sent by post/courier:** The tenders may also be sent by post/courier to reach before the scheduled date and time as indicated above. The following are essential conditions to be followed for the tender sent by post, failing which the tender may not be opened and not considered or may be treated invalid:
 - A. Tender should be preferably sent by Speed Post or Registered Post if it is not possible to deposit the tender in the specified Tender Box.
 - B. Tender should be sent only to the address as given above in the name of the person / designation specified.
 - C. Acknowledgement will be given to Department of Post only for tender sent by Speed Post and Registered Post.
 - D. Tender should be superscribed as advised above. The tenderer has to necessarily superscribe the envelope, failing which the tender may not be considered and may remain unopened, or be opened with some other tender or may be accidentally opened before due date rendering it to be treated invalid as per the discretion of UTIITSL.
 - E. UTIITSL takes no responsibility for any tender not reaching in time.
 - F. UTIITSL takes no responsibility for tender not reaching at all.
 - G. UTIITSL takes no responsibility for tenders received in torn, opened or mutilated conditions. Such tenders may not be accepted at all and are liable for rejection.
 - H. In case of tenders sent by post or any other mode, if it reaches the

address given for submission, duly superscribed, then the role of UTIITSL is limited and restricted to put it in the appropriate tender box if the aforesaid tenders are received in time as stipulated in the conditions laid out.

- I. It is, therefore, advised that prospective bidders should deposit the tender directly in the tender box to avoid any delay in submission of the tender or to avoid any tearing / accidental opening during sending by post. Tenders, which are not super scribed or which are not addressed properly, are liable to be not considered.
8. **Taxes, Cess, Duty, VAT, Excise, Sales Tax, WCT, Service Tax and other taxes:** The bid should be inclusive of all the applicable taxes, Cess and any other outgoing payable to any authority. The rates should be inclusive of any other present or future outgo (for the period of contract) by whatever name called. The Service Tax, GST, if applicable now, or if made applicable in future, would be on account of the bidder/vendor. TDS as applicable will be deducted by UTIITSL.

It is clarified that the vendor should clearly indicate the base price and other taxes/all outgoing/cess as applicable thereon. These outgoing like taxes, cess, etc. should be specified with the percentage applicable at the time of submitting the tenders so that there is clarity on the base rates and the taxes, cess, etc.

UTIITSL reserves the right to call for the clarification on the break-up of the base rate, taxes, cess and other outgoing (and their percentages, etc.) with proof, if required, as and when needed to aid to evaluate the bids. However, the original quoted overall value would remain as quoted in the original tenders.

In any case, the bid should be inclusive of all the outgoing, by whatever name called, unless specifically indicated by UTIITSL.

9. **Central Excise: Only in case of the applicability** of the excise duty, the bidder/ vendor merely by filling the tender form confirms that the payment to the central excise would be on his account and that if required under the applicable government law, they would get registered with Central Excise. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability from Central Excise by virtue of this contract coming into force.
10. **Insurance:** The insurance for the work carried out upto the stage of handover or insurance for the goods to be supplied upto the stage of handover and the requisite insurance policy as required by law for the personnel involved in the services to be rendered would have to be necessarily be taken by the bidder. In addition to this, the bidder

should take insurance for any liability towards Third Party. Merely by filling in this tender, the bidder indemnifies UTIITSL of any liability on the part of UTIITSL.

UTIITSL may at its discretion take insurance policy and deduct the amount from the payment to the bidder/vendor. However, this does not absolve the bidder of his responsibility of not taking the requisite insurance policy as required. To clarify, the bidder is responsible for taking the insurance policy and is also responsible for the consequences of not taking it.

The liability of the work carried out or the goods supplied would remain with the bidder / vendor till such time UTIITSL takes possession of the work / goods in writing. The bidder / vendor would be responsible for any loss before taking over by UTIITSL.

11. **Safety Norms:** The bidder hereby undertakes to follow all the safety norms as specified in the law for the assignment awarded to him through this tender. The bidder, merely by filling in this tender, indemnifies UTIITSL of any consequences due to non-adherence of the safety norms as prescribed by the law. It is also clarified that any order, whether verbal or written, given by any official / representative of UTIITSL, would not be valid if it is in contravention of any safety norms prescribed by law and the bidder is advised to follow the prescribed safety norms.
12. **Agreement:** A suitable agreement would have to be entered into with UTIITSL, failing which the work order would not be issued. If the terms and conditions of the agreement are not acceptable to the Vendor, then UTIITSL reserves the right to reject the tenders.
13. **Right of Rejection:** UTIITSL reserves the right to reject all / any bids / quotations without assigning any reasons thereof and without entitling the tenderer to any claim whatsoever.
14. UTIITSL reserves the right:
 - i) To accept in its sole and unfettered discretion any tender for whole or part quantities/ part work.
 - ii) To award the contract to one or more number of bidders / vendors, either on lowest price, equal price or on different prices.
 - iii) To enter into parallel contracts simultaneously or at any time during the period of the contract with one or more tenderer(s) as UTIITSL may deem fit.
 - iv) To place adhoc order simultaneously or at any time during the period of the contract with one or more tenderer(s) for such quantity and for such jobs as UTIITSL may deem fit.

- v) UTIITSL does not bind itself to accept the lowest or any tender to assign any reason for non-acceptance of the same.
15. **Negotiation:** Generally, no negotiations would be carried out. However, if deemed fit, negotiation may be carried out only with the lowest bidder and if the order has to be split to more than one bidders then it could be done on L1 or negotiated rates with L1, whichever is lower.
 16. **Testing:** UTIITSL reserves the right to get the material tested at the cost of the vendor/bidder.
 17. **Samples:** Wherever required, the bidders are advised to acquaint themselves with the samples and specifications before bidding to have more clarity. For this, they may contact the designated officer to whom the tender has to be submitted as per the address given herein above.
 18. **Eligibility:** The bidder should adhere to the eligibility criteria. In any case, they should have prior experience in the same area as put to bid, for supply/service to other organizations of repute. UTIITSL reserves the right to check their credentials with the organizations they have been associated with and if found incorrect, the tender is liable to be rejected.
 19. **Availability of requisite permissions and licenses and compliance with the statutory provisions:** The bidder/agency/contractor is required to follow all the statutory acts as may be applicable for such type of work / supply / services for which they are bidding through this tender.

It may or may not involve manpower. In case manpower is required, then the bidder merely by filling the tender confirms that the bidder has all the requisite permissions and licenses to carry out all the works as stipulated by this tender. Further, merely by filling the tenders, the bidder reconfirms that the bidder has complied with all the statutory provisions of the central, state, local and municipal laws in force including manpower. The bidder also confirms merely by filling the tenders, to comply with any future laws that may be enforced upon by the statute.

Agencies which do not have requisite permissions / licenses or who do not comply with the statutory provisions are requested to fill in the tenders only if they are eligible in this respect.

Valid registrations viz., Sales Tax / VAT / Central Excise and with any other authorities as per requirement should be available with

the vendor and be produced as and when required.

Consequences of insufficient permissions / licenses or compliances on the part of the vendor would be to the vendor's account and the vendor merely by filling in the tender indemnifies UTIITSL of any or all such consequences.

20. **Blacklisting/Debarring:** The bidder merely by filling the tender confirms that the bidder has not been blacklisted / debarred by any government department / agency, Reserve Bank of India, nationalized bank, or any Public Sector Unit or body. The bidder is advised not to fill in the tenders if they have been disqualified by any of the government agencies.
21. **False Information:** In case if it is found that the vendor has not given the correct information and flouted any condition or the vendor does not have all the appropriate licenses and all the statutory permissions, whatsoever required, to carry out the activity as required in these tenders and allied works then UTIITSL reserves the rights to cancel the work order issued to him and award his quantum of work in the manner as deemed fit. This can be done at any stage.
22. **Indemnity:** Further, by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non availability of any of the requisite permissions/ licenses / insurances / any other statutory permission whatsoever required for carrying out this work. Also by submitting this bid, the vendor/bidder indemnifies UTIITSL for any of the consequences arising out of non-compliance of any of the conditions laid by the statute for vendors/bidders or their representatives/ officials in carrying out this work.
23. **Claim for increase in rates:** Any claim for increase in rates on account of any reason whatsoever will not be entertained for the period as stipulated in the agreement.
24. **Extension of contract:** As stipulated by UTIITSL, after the period of expiry, the agreement can be extended on mutual consent for a further period of one year or upto the period till new contract comes in force. However this option can be exercised only by UTIITSL.
25. **Readiness:** The Agency should ensure that the manpower/ machine/materials are procured well in time to ensure quality of work and adherence to the time period and the work / supply / service is not interrupted / delayed irrespective of volume assigned.
26. **Delay:** The supply/support subscription and deployment period stipulated as define below in Part – II Special Conditions (B). If

the agency does not start the work or if it is felt at UTIITSL that the pace of work is slow and is likely to delay the work/ service / supply, UTIITSL reserves the right to terminate the contract, levy the penalty and also reserves the right apart from legal remedies available, to carry out such work / service / supply at the risk and cost of the contractor / bidder.

27. **Right to reject the work/ service which is not as per the specifications or the terms:** UTIITSL has right to reject the work/ services if they are not found to meet the specifications laid out or are not as per the terms of the tender / work order. No Charges will be paid for the defective work. UTIITSL reserves the right to reject the items of brand other than specified. This can be done at any stage of the work.
28. **Penalty:** UTIITSL reserves the right to levy penalty at its discretion for the delay in execution of the work/ delay in supply/ delay in service. The penalty amount would be one percent of the amount put to tender per week subject to a ceiling of 10%. This penalty would be more clearly specified in the agreement to be entered into.
29. **Termination of Contract:** In case it is found that the work/supply/service is not as per requirement / standards, time lines, or the frequency of corrective measures required is high then UTIITSL retains the right to terminate the Contract with the selected vendor and in such case, the Vendor will not be entitled to claim any damages from UTIITSL or make any claim for fees in respect of such unsatisfactory / substandard services / supply / work.

As also UTIITSL reserves the right to terminate this contract if it is established on the basis of price discovery that it would be beneficial for UTIITSL to go in for a fresh contract.

30. **Volume/Quantity of work:** Volume/Quantity is only indicative and the same may vary as per the requirement of UTIITSL. The volume indicated is for one year or the period specified in the work order / tenders. The work order would be more specific and binding.
31. **Confidentiality:** The Agency shall maintain strict confidentiality of all the documents, information, data coming in possession of the Agency as a result of awarding the contract and also any oral, written or other information disclosed for evaluation or for any other purposes shall be considered as confidential information passed on to the Agency.

Only if applicable to this tender, the Agency should certify in writing that the design / colour scheme of any document

being printed/ processed for UTIITSL is not used / shall not be used by the Agency for any other Organization / Entity under any circumstances. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages apart from taking action under the appropriate Law.

Only if applicable to this tender, the Agency will delete the data on daily basis, once the same is not legally required further. In short, no data / document of UTIITSL should be with the agency once the work is over on a daily basis.

32. **Usage of data / documents / information : Only if applicable** to this tender, the Agency shall ensure that the documents , data, information etc if imparted by UTIITSL or if come to the knowledge of the bidder, are / is not used or permitted to be used in any manner (directly or indirectly) incompatible or inconsistent with that authorized by UTIITSL in writing. The confidential information will be safeguarded and the Agency shall take all necessary actions to protect UTIITSL's, its customers, and Government of India's interest against misuse, loss, destruction, alterations or deletions thereof. Any violation of the same will be liable for action under the law which shall entitle UTIITSL to claim damages from the vendor apart from taking action under the appropriate Law. This is an irrevocable condition and it will continue to be in force even if the agreement between the vendor / bidder/agency is terminated with UTIITSL.
33. **Breach of clause:** In the event of any breach or threatened breach of any clause by the Agency / bidder and/or individual assigned by the Agency for the performance of the services, the Agency shall be liable to pay damages as may be quantified by UTIITSL. Apart from the above, UTIITSL shall have the right to proceed against the Agency and/or its assigned person/s under appropriate law.
34. **Essence of contract:** The Vendor shall carry out the work / provide the services/ complete the supply as per the specifications and standards laid out within the stipulated time. **It is clarified that carrying out the work or providing services or supply of goods as per specified quality in specified quantity in specified time is the essence of the contract.** Not adhering to above shall entail UTIITSL to rescind the contract and forfeit the security deposit and in which case, there shall not be any claims for damages against UTIITSL by the Vendor. Further the UTIITSL shall have the right to get the unfinished services done/supply made, if any by virtue of the said revocation of the contract, through other sources and the expenses incurred thereof shall be borne by the Vendor in default. The Vendor shall also indemnify UTIITSL against any loss, damage, expenses, costs etc,

incurred by UTIITSL as a result of the said delay in timely completion of the said services / jobs, by the Vendor.

35. **Jurisdiction:** All matters pertaining to the present bid / tender / quote, shall be subject to the jurisdiction of the courts in Mumbai only.
36. **Submission of bills:** The Vendor shall submit the bills correct/accurate in all respects with required challans / receipts and with all relevant documents as specified by UTIITSL from time to time, by 10th of every month (or any other date specified) for the work carried out / services rendered / material supplied in the previous month and the same shall be settled by UTIITSL by the end of the month or earlier. Applicable TDS, etc. will be deducted at source as per rules. The bidder may choose to send the bills early if they decide to do so and UTIITSL will take required steps to settle the bill if it is complete in all respect and the goods/ services covered by it are rendered to the satisfaction of UTIITSL.

The bidders/agencies / contractors/vendors are advised to submit the bills complete in all respects for immediate clearance.

37. **Inspection:** Wherever required, UTIITSL reserves the right to depute its Officers, Auditors, other officials as it may decide etc. to visit the office / commercial / manufacturing site/s of the selected vendor/s for checking their infrastructure, man power and other related documents mentioned and for checking stock records, quality controls, work processes without advance intimation and the vendor/s will have to provide the necessary documents etc to UTIITSL to help UTIITSL ensure presence of appropriate and adequate controls on various processes. Inspection will be done, if so decided by UTIITSL on periodic basis also.
38. **Nomenclature:** In the said tender, the bidder or the agency or the vendors or the contractor or the supplier and the service provider have the same meanings with reference to the context. As also, reference to any gender covers both the genders and reference to singular also covers plural also.
39. **Corrections:** All the corrections made anywhere in the tender form will have to be authenticated. The corrections without authentication are liable to be rejected. This is an important condition as the correction may have a bearing on the rate/amount quoted resulting in altering L1 or L2 or L3 or any other position. Decision of UTIITSL will be binding in this case. The bidder/Vendor/ Agency merely by filling in this tender agree to this delegation of power to UTIITSL to decide in this matter.

40. UTIITSL reserves the right to give preference to Public Sector Enterprises/ Government undertakings.
41. The Bidder must stamp and initial all pages and sign all forms at the end. The Bidder's participation in the bid shall be deemed to imply unqualified acceptance of the Terms and Conditions.
42. UTIITSL reserves the right to call for further information / documents/ break-up of rates, taxes, etc. to decide on the tenders.

PART II – SPECIAL CONDITIONS

A. Scope of Work: The selected vendor / bidder have to supply, installed and implementation of Tally ERP 9 Gold Subscription and Support (AMC) Licenses at our CBD Belapur, Navi Mumbai.

Problems pertaining to Tally Data, Installation, and Troubleshooting at Navi Mumbai Office

Any new patches / upgrades should be available by the Solution Provider/ OEM/ OEM Partners free of cost over the period of contract.

Guidance towards setup of new and changes in current company and new features of Tally to employees and company at Navi Mumbai office.

Telephonic and remote support would be available for a period of One Year free of Cost from the Solution Provider/ OEM/ OEM Partners.

Onsite annual support includes minimum 12 visits in a year when ever the call gets log for any type of troubleshooting regarding Tally software and subscription of the same at Navi Mumbai Office

Other General Instructions for Techno-commercial Bid: In the **Techno-commercial Bid** authorization certificate from the OEM is mandatory. If bidder fails to provide the relevant document / certificate on demand they would be technically disqualified.

- a) **Cost Price for Comparison : No cost either on parts or for labour or for visit charges or for anything will be paid extra for a period upto 1 year from the date of installation i.e. everything has to be inbuilt with the cost of the renewal of Tally ERP 9, this is the cost which would be compared for ascertaining L1.**

Example:

For Tally ERP 9:

Suppose the cost of the Tally Subscription charges is Rs. A

Suppose the cost of all the applicable taxes for that subscription is Rs. B

Suppose the labour, installation, support, new patches if any, visit charges and other costing for Tally ERP 9 is Rs. C

Total Cost of Tally ERP 9 = A+B+C

We would consider the Total Cost = A+B+C that will be compared to evaluate the lowest bidder.

- b) **Payment Terms:** 100% payment would be made after successfully setup of the Tally ERP 9 Gold Subscription renewal and enter into the agreement.

c) **Order Cancellations:**

The Company reserves its right to cancel the order in the event of one or more of the following conditions:

- Delay in delivery and Installation beyond 3 weeks of the date of the purchase order.
- Serious discrepancy in products noticed during the post-delivery inspection.
- In addition to the cancellation of purchase order, Company reserves the right to claim the damages from the vendor

d) **Service response time line:**

Description	Commitment in case of call Logged
Response Time	5 hours
Resolution Time	12 hours
Service Availability	Monday to Saturday between 9.30 AM to 6.00 PM, with same Day resolution commitment

B. Delivery and Installation: The said Tally Gold subscription Licenses and implementation and deployment period stipulated is **Two Weeks** from the date of work order at UTIITSL office at the address “UTI Infrastructure Technology And Services Limited, Plot no 3, Sector 11, CBD Belapur, Navi Mumbai - 400614” and the bidders quote would be inclusive of all charges.

The bidders quote would be inclusive of the loading, transportation, insurance and unloading of such goods.

For maintenance services to be rendered, the services will be at any of the offices across the country of UTI Infrastructure Technology And Services Ltd where the equipment is installed.

C. Unit Rate: The Unit Rate is indicated above in the schedule of Quantity.

D. Technical Compliance sheet is given in the Annexure -1

Print on Bidder's Letter Head

Annexure -1

Compliance Sheet

Product and Support Description	Compliance (Y/N)
Comprehensive AMC of Tally Data and Tally Software Includes	
Includes Gold Support Tally Subscription	
Minimum of 12 Visits in a year	
Problems pertaining to Tally Services, Installation and Troubleshooting	
Guidance towards setup of new and changes in current company and new features of Tally to employees and Company	
Telephonic / Email and other Supports should be available	

Print on Bidder's Letter Head

**PART III
COMMERCIAL BID FORM**

Date:

The Assistant Vice President (IT)
UTI Infrastructure Technology And Services Limited,
Plot 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614

Sir,

**Sub: Selection of Vendors for providing renewal of Tally ERP 9 Gold
Subscription and onsite Support (AMC)**

This is with reference to your tender due on 13th February, 2015. We are interested in getting our Company / firm empanelled in your organization for providing **AMC renewal of Tally ERP 9 Gold Subscription and onsite support.**

We have read and understood the details as given in the tender information (Part I and Part II) regarding the scope of work and terms and conditions for the selection of vendors for this tender and bidding for the contract. The tender conditions are acceptable to us. We have been given all the required information from UTIITSL. We certify that we are eligible and qualified as per the said Terms. The duly signed copies of the terms are attached herewith. We understand that separate cost comparative statement will be prepared for items and L 1 will be decided by UTIITSL as per the terms indicated.

In case of any ambiguity between arithmetic calculations, the rates will be considered correct and the amount will be derived on the basis of the rates quoted and the quantity originally mentioned in the Tender.

The supply of items / services will be done as per the specification mentioned in the tender form.

In case of difference in price quoted, the price in words will be taken as final.

Signature of the Bidder

PRICE QUOTE

Commercial Bid Form for Renewal of Tally ERP 9 Gold Subscription and Support

FORMAT

Table -1:

Particulars	Total Amount in Rs.
Comprehensive renewal of Tally ERP 9 Gold Subscription and onsite support (AMC) which includes Tally Subscription charges and minimum 12 nos. of onsite visit for One Year	
Total Amount Inclusive of all Taxes	
Total Amount Inclusive of all taxes in word:	

Price quoted for providing renewal of Tally ERP 9 Gold Subscription and Support is inclusive of all the taxes (Taxes, Cess, Duty, VAT, Excise, Sale Tax, WCT Service Tax, Delivery charges and other taxes mentioned in the tender document

Thanking you,

Yours faithfully,

Signature of Authorized Person

PAN Number of the agency

Signature of the Bidder

Check list for submission of Bids

Forms for Submitting Bids	Explanatory Note
Techno-Commercial Bid <ol style="list-style-type: none">1. Signing Authority Letter2. OEM Authorization Certificate.3. Letter of Acceptance of all terms and conditions4. Bid Form (Tender Document)5. Compliance Sheet Annexure -16. Commercial Bid Form	Techno-Commercial Bid for the equipments should be submitted in the relevant Forms.